

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 09/20/02	4. REQUISITION/PURCHASE REQ. NO. AMDAHQXX-0001-3	5. PROJECT NO. (If applicable)	
6. ISSUED BY USDA APHIS, MRP-BS, ASD, Contracting Butler Square, 5th Floor 100 North Sixth St. Minneapolis, MN 55403	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. 001-M-APHIS-03
			X	9B. DATED (SEE ITEM 11) 08/21/02
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- A. This amendment makes the following changes to the solicitation:
1. Extends the proposal due date to October 2, 2002.
 2. Adds an attachment.
 3. Provides responses to vendors' questions.
 4. Makes administrative changes.

Continued on following pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Donna Calacone, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

B. The following replacement pages are provided. Changed paragraphs are indicated by vertical lines in the right margin.

Page 1,	Block 9,	Changes that proposals are due to October 2, 2002.
	Block 10B,	Corrects the phone number to read (612)370-2495.
Page 20,	Section H,	Changes “post-award conference” to “exit conference.”
Page 31,	Section J,	Adds Attachment No. 2, “Federal Milk Order No. 1.”

C. Responses to the following vendor questions are provided:

1. What is the performance period of the contract (within the year)?

There is no set completion date or period for the performance of the contract work as a whole. Rather there are relative time-frames for the completion certain deliverables, such as delivery of a draft audit report within 90 days of completion of the audit fieldwork and a final audit report within 2 weeks of receipt by the contractor of the agency’s letter of response to the (draft) audit report. Having no set completion date provides flexibility for both the contractor and the agency. The resolution of audit recommendations takes longer for some audits than others.

2. What was the actual cost of the previous year’s assignment?

No direct cost comparisons may be made. In no case is the entity that was audited for 1999 quite the same as the entity to be audited for 2000 and later. On January 1, 2000, the number of orders was reduced due to the consolidation of federal milk marketing orders. All offices were affected in some manner.

In the Section C of the solicitation, subsection D, Location Specific Information, the Government estimate of the time needed to complete the audit attempts to factor in relevant changes and differences among the locations. For several locations more than one audit was done for separate administrations that subsequently merged in 2000. The offices that merged are identified in Section C, subsection D.

Taking the contract amounts for audits of the entities prior to consolidation divided by the number of years audited, might be useful in coming up with a cost estimate for audits covered by the solicitation. If this is done, it would probably be better to take into account several locations in relation to the information provided in Section C, subsection D.

Please refer to the answer in Question 3.

3. What is the name of the incumbent contractor?

The names of contractors from the previous period are available on the USDA APHIS website located at the following address:

<http://www.aphis.usda.gov/mppls/contracts/awarded.html>. Look toward the bottom of the list for "Milk Market Audit."

4. What is the anticipated date for an award to be made?

We anticipate announcing all successful contract awards on or before November 1, 2002.

5. What is the normal time needed to negotiate the final contract?

We anticipate that, for these contracts, negotiation will be completed within one month.

6. Does USDA have an anticipated date for the start of these audits?

The field work for the first round of audits is expected to start at various times from November 2002 through May 2003. This time period allows considerable flexibility in scheduling the audit work. Audits starting before April 2003 would cover the 2-year base period only. We expect that audits beginning in April or May 2003 would include the 2-year base period and the first option year.

We further expect to award future option years to successful offeror(s) as satisfactory products are received by the Government. The timing of future work would be scheduled by the COR in conjunction with the successful offeror.

7. What is the "Post Award Conference (exit conference)" mentioned in H.1? The reference in C specifically refers to a conference between the contractor and the Market Administrator after the audit field work is completed. The reference in H seems to imply to a conference between the Contracting Officer or COR and the Contractor after the award is made.

There is no post award conference. The clause in Section H, paragraph H.1, has been changed to read "exit conference." The information in paragraph Section C, subsection A.9.b., refers to two conferences between the contractor and the Market Administrator. The first is the entrance conference. The second is the exit conference after the audit field work is completed.

8. Does the awarded price for prior years cover individual audit periods or the total audit period of several years (for example audit 1992-1999 Seattle, Washington \$40,000).

The awarded price of each contract covered all years audited. It was one awarded price for the entire audit period. (Refer to the answer to question 2.)

9. What is the period of performance? In other words, what is USDA's internal date for completing the audits?

Refer to the answer to question 1.

10. If we bid on more than one site, do we have to perform the audits simultaneously, or can

we stagger them?

Audit performance times may be staggered if a bidder is awarded multiple locations.

11. How many contractors performed the audits during the last year or contract period?

Four contractors performed audits for the year 1999, and five contractors for 1998 and earlier periods (four of which were the same 1999 contractors). There were two single year audits, for 1999 only. All of the other audits were for multiple years. There were two contractors that received awards for multiple locations. Three contractors performed audit(s) at only one location each. See the APHIS website for identification of contractors for the last audit period. (<http://www.aphis.usda.gov/mppls/contracts/awarded.html>.)

12. Would you be willing to provide an example of one of the site's financial statements?

Yes. One is available in a .pdf format and is attached to this amendment, Federal Milk Order No. 1. It may be downloaded with the Amendment 01 from the APHIS website at: <http://www.aphis.usda.gov/mppls/contracts/solicitations/01maphis03.html>

The Market Administrator prepares only a one-page balance sheet with assets, liabilities, and operating balance, and a one-page income and expense statement with income, expenses, and net income. Two columns of figures are shown for the same account titles, one for the administrative fund and the other for the marketing service fund.

13. Are the financial statements prepared according to commercial GAAP (generally accepted accounting principles) or federal GAAP?

The financial statements are prepared on a basis of accounting practices prescribed or permitted by the U. S. Department of Agriculture, which is a comprehensive basis of accounting other than generally accepted accounting principles (for either commercial or federal). The financial statements of the Milk Market Administrators are not included as a component of the consolidated financial statements of the department or the government.

14. Do we send the solicitation, technical proposal and business proposal in one package to the 5th floor address? Or are these to be sent in separate sealed envelopes - solicitation to the 5th floor address and the other proposals where?

All proposals, both business and technical portions, shall be addressed and sent to the Contracting Officer at the Minneapolis address in Block 7, (Page 1).

15. Under the Freedom of Information Act, can I request a copy of the previous contract for these audits? And if so, do I make that request to you or someone else? If someone else, who?

It is your right to request information under the Freedom of Information Act (FOIA). The previous contracts are procurement sensitive and are likely to be considerably redacted if provided

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Solicitation 01-M-APHIS-03

under FOIA. FOIA requests should be directed to: USDA APHIS, Legislative and Public Affairs, Freedom of Information and Resource Management, 4700 River Road, Unit 50, Riverdale MD 20737-1232.

16. Can I request a copy of the Audit Guide from the appropriate party during the solicitation process or only after an award has been made (i.e. copies of the financial statements of each administration can only be requested by the

The Audit Guide is available currently from the party listed in Section C, Paragraph C.2, on page 12 of the solicitation.

17. Is e-mail an acceptable form of inquiry concerning this proposal?

Inquiry by e-mail is acceptable.

18. Will travel expenses be reimbursed separately for milk marketing audits or should the cost of travel be included in the total proposal price?

Travel is not a separately reimbursable item. It is assumed that any costs for travel will be built into the proposal and will be part of the overall prices for the contract line items in Section B.

END OF AMENDMENT

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SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

001-M-APHIS-03

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)☒ NEGOTIATED (RFP)

5. DATE ISSUED

08/21/2002

6. REQUISITION/PURCHASE NO.

AMDAHQXX-0001-3

7. ISSUED BY CODE: 6395

USDA, APHIS, MRPBS, ASD, Contracting
 Butler Square Bldg., 5th Floor
 100 North Sixth Street
 Minneapolis, MN 55403

8. ADDRESS OFFER TO
(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and one copy (see also Section L, paragraph L.4 for additional submittal instructions) for furnishing the supplies or services in the Schedule will be received at the space specified in Item 8, or if handcarried, in the depository located in the same, until **2:30 pm local (Central) time on October 2, 2002.**

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION

CALL:

A. NAME:

Donna Calacone

B. TELEPHONE NO.

(Include Area Code)

(NO COLLECT CALLS)

(612) 370-2495

C. E-MAIL ADDRESS

dcalacone@aphis.usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

FAR (48 CFR 53.214(c))

Prescribed by GSA

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 EXIT CONFERENCE

An exit conference with the successful offeror(s) is required. It will be scheduled as stated in the Statement of Work in Section C. The conference for each contract line item no. (CLIN) will be held at:

The Milk Administrator's office for each CLIN (geographic area),
or at a location selected by the Milk Administrator.

H.2 AGAR 452.224-70 CONFIDENTIALITY OF INFORMATION (FEB 1988)

(a) Confidential information, as used in this clause, means--

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO. OF PAGES
1	Wage Determinations for Geographic Areas in Contract Line Items 01 through 07	56
2	Federal Milk Order No. 1	2



Agricultural Marketing Service
Dairy Programs

FEDERAL MILK ORDER No. 1 Northeast Marketing Area

30 Winter Street, Boston, MA 02108

Mailing Address:

P.O. Box 1478 (Fort Point Station)

Boston, MA 02205-1478

Tel.: (617) 542-8966 — Fax: (617) 542-0105

e-mail: MABoston@fedmilk1.com

website: www.fmmone.com

BALANCE SHEET

As of 12/31/2000

Albany:
One Columbia Circle
Albany, NY 12203-6379
Tel.: (518) 452-4410
Fax: (518) 464-6468
e-mail: MAAlbany@fedmilk1.com

Alexandria:
P.O. Box 25828
Alexandria, VA 22313-5828
Tel.: (703) 549-7000
Fax: (703) 549-7003
e-mail: MAAlexandria@fedmilk1.com

ASSETS	Administrative Fund	Marketing Service Fund
Current Assets:		
Cash	1,476,555.73	7,536.94
Investments	3,613,000.00	0.00
Accounts Receivable		
Handlers	669,260.50	135,246.10
Other	328,479.14	12,829.47
Allowance for Uncoll. Accounts	(13,779.80)	0.00
Accrued Interest Receivable	13,796.45	0.07
Other Assets:		
Prepaid Expenses	82,816.40	10,485.48
Deposits	5,099.01	912.24
Fixed Assets:		
Motor Vehicles	38,331.85	195,295.80
Accumulated Depreciation	(31,986.24)	(70,669.34)
Furniture and Equipment	2,259,831.03	186,644.50
Accumulated Depreciation	(1,675,906.42)	(23,901.23)
Laboratory Equipment	0.00	53,767.41
Accumulated Depreciation	0.00	(44,187.50)
Leasehold Improvements	174,454.07	25,353.72
Accumulated Depreciation	(141,063.60)	(20,282.07)
Total Assets	6,798,888.12	469,031.59
LIABILITIES		
Current Liabilities:		
Accounts Payable		
Handlers	0.00	0.00
Trade Creditors	80,820.24	260,493.54
Other	23,870.77	237,934.56
Accrued Employee Salaries	1,143.16	185.35
Accrued Employee Annual Leave	382,668.49	59,646.99
Payroll Contr. & Withholdings	1,883.79	6,962.40
Other Liabilities:		
Miscellaneous	0.00	0.00
Operating Balance	6,308,501.67	(96,191.25)
Total Liab & Operating Balance	6,798,888.12	469,031.59



Agricultural Marketing Service
Dairy Programs

FEDERAL MILK ORDER No. 1

Northeast Marketing Area

30 Winter Street, Boston, MA 02108

Mailing Address:

P.O. Box 1478 (Fort Point Station)
Boston, MA 02205-1478

Tel.: (617) 542-8966 — Fax: (617) 542-0105

e-mail: MABoston@fedmilk1.com

website: www.fmmone.com

Albany:

One Columbia Circle

Albany, NY 12203-6379

Tel.: (518) 452-4410

Fax: (518) 464-6468

e-mail: MAAlbany@fedmilk1.com

Alexandria:

P.O. Box 25828

Alexandria, VA 22313-5828

Tel.: (703) 549-7000

Fax: (703) 549-7003

e-mail: MAAlexandria@fedmilk1.com

INCOME AND EXPENSE STATEMENT

For the Year Ending 12/31/2000

	Administrative Fund	Marketing Service Fund
INCOME		
Assessments or Deductions	7,221,032.99	1,731,627.44
Late-Payment Charges Assessed	191,428.69	0.00
Interest Earned	173,525.11	1,598.72
Miscellaneous	29,598.20	9,339.93
Total Income	7,615,584.99	1,742,566.09
EXPENSES		
Salaries and Services	4,602,603.79	1,296,804.98
Travel	440,035.35	90,298.38
Communications	315,485.72	44,241.14
Employer Payroll Contributions	987,150.57	204,129.75
Insurance	20,446.37	6,601.39
Rent-Buildings and Equipment	604,324.73	21,251.85
Repairs and Maintenance	99,719.98	32,548.61
Research Projects	0.00	0.00
Supplies	257,031.75	59,643.57
Testing and Weighing	4,446.06	136,697.12
Utilities	23,274.29	4,792.91
Depreciation of Fixed Assets	305,062.28	68,472.31
Conferences and Meetings	33,117.65	115.00
Training	46,647.62	525.00
Miscellaneous	19,443.85	5,475.34
Total Expenses	7,758,790.01	1,971,597.35
Net Surplus / (Deficit)	(143,205.02)	(229,031.26)